

SERIAL 08046 SS UPGRADE TO CASE MANAGEMENT SOFTWARE SYSTEM

DATE OF LAST REVISION: April 23, 2008

CONTRACT END DATE: June 30, 2014

**CONTRACT PERIOD BEGINNING APRIL 23, 2008
ENDING JUNE 30, 2014**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for UPGRADE TO CASE MANAGEMENT SOFTWARE
SYSTEM C-34-08-002-1-00**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Public Fiduciary Contract C-24-08-002-1-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9201404.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



CONTRACT PURSUANT TO RFP

SERIAL 08046-SS

This Contract is entered into this 23rd day of April, 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and CompuTrust Software Corporation, a California corporation ("Contractor") for the upgrade of and follow-on maintenance of the Maricopa County Public Fiduciary's Case Management Software system.

1.0 TERM

The term of this Contract shall commence on April 23, 2008, and shall remain in full force and effect through June 30, 2014.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 WARRANTY OF SERVICES:

4.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or equipment provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

4.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to utilize a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.5 INTERNET ORDERING CAPABILITY:

It is the intent of County at its option, to use the Internet to communicate and to place orders under this Contract.

4.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Rolf Kessel
President
18525 Sutter Blvd., Ste. 280
PO Box 787
Morgan Hill CA 95037
rolf@computrustcorp.com

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.7.3 Contractor agrees to accept oral cancellation of purchase orders.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

4.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

4.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.18 ALTERNATIVE DISPUTE RESOLUTION:

4.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.18.1.1 Render a decision;

4.18.1.2 Notify the parties that the exhibits are available for retrieval; and

4.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.22 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.23 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if any, the terms of this Contract shall prevail.

4.24 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.24.1 Exhibit A, Pricing.

4.24.2 Exhibit B, Scope of Work.

4.24.3 Exhibit C, Materials Management Contractor Travel and Per Diem Policy.

4.24.4 Exhibit D, Requirements Document

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A

SERIAL: 08046-SS

COMMODITY CODE: NIGP 92014

CONTRACTOR'S NAME:

CompuTrust Software Corporation

CONTRACTOR'S VENDOR NUMBER:

W000012483

CONTRACTOR'S STREET ADDRESS:

18525 Sutter Blvd., Suite 280

Morgan Hill, CA 95037

CONTRACTOR'S P.O. ADDRESS:

P. O. Box 787, Morgan Hill, CA 95038-0787

CONTRACTOR'S PHONE #:

408-782-7470

CONTRACTOR'S FAX NUMBER:

408-782-0850

CONTRACTOR'S WEB SITE:

www.computrustcorp.com

CONTRACTOR'S CONTACT (REP):

Rolf Kessel

CONTRACTOR'S REP'S E-MAIL ADDRESS:

rolf@computrustcorp.com

DOES NOT ACCEPT PROCUREMENT CARD.

THERE WILL NOT BE ANY M/WBE PARTICIPATION.

PROMPT PAYMENT TERMS ARE NET 30 DAYS.

1.0 PRICING:

DESCRIPTION		PRICE
1.1	Develop and Install Public Fiduciary's Case Management Software system.	NTE \$54,780 Job
1.2	Software Usage Fees	
1.2.1	500 - 599 Users	\$1,400* Mo
1.2.2	600 - 699 Users	\$1,600* Mo
1.2.3	700 - 799 Users	\$1,800* Mo
1.2.4	800 - 899 Users	\$2,000* Mo
1.2.5	900 - 999 Users	\$2,200* Mo
1.2.6	1,000 + Users	\$2,400* Mo
*5% discount if paid on an annual basis		
1.3	On-site Service Rate	\$175 Hr
1.4	Travel in accordance with Scope of Work Section 6.0.	\$3,000

**EXHIBIT B
SCOPE OF WORK**

1.0 INTENT:

This Contract is to upgrade the existing Case Management and Trust Accounting application (conversion from a DOS-based application to a web-based application) and follow-on usage fees for the Case Management and Trust Accounting Software system currently used by the Public Fiduciary. The software upgrade will include modules for asset management, transaction management, court accounting preparation, case management, task assignment/tracking, time keeping, and statistical querying capabilities.

2.0 CONTRACTOR RESPONSIBILITIES:

Contractor shall provide all labor, materials and equipment necessary to complete the work in accordance with this Scope of Work to provide an integrated case management and trust accounting application that allows the user to enter and track all activities associated with a client.

- 2.1 Create SOW for conversion;
- 2.2 Customize database and forms;
- 2.3 Convert database;
- 2.4 Develop reports;
- 2.5 Install software, conduct acceptance testing, final conversion, move system to production;
- 2.6 Provide application enhancement/support as outlined in the requirements document see Exhibit "D" or otherwise necessary;
- 2.7 Provide local training in how to use toolkit to allow for County IT system customization;
- 2.8 Provide follow-on maintenance/support in accordance with the usage fees paid;
- 2.9 Deliver upon request (for the application prior to modifications):
 - 2.9.1 Security Architecture
 - 2.9.2 Infrastructure Diagram
 - 2.9.3 Database dictionary/schema
 - 2.9.4 Migration Plan
 - 2.9.5 Installation guide

3.0 PROJECT COMPLETION:

The conversion shall be completed and accepted no later than June 30, 2008. Follow-on services shall be performed in accordance with Section 1.0 of the Contract.

4.0 TAX: (SERVICES)

Tax shall not be levied against labor. It is the Respondent's responsibility to determine any and all taxes and include the same in Respondent's proposal price.

5.0 TAX: (MATERIALS)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used to determine low price.

6.0 CONTRACTOR TRAVEL:

When requested and approved, in writing, from the County department for whom services are being provided to perform work that requires overnight accommodations or travel, the Contractor shall be bound and reimbursed by the policies and rates specified in Exhibit C, Contractor Travel and Per Diem Policy. The Contractor shall itemize all per diem and lodging charges and provide receipts for expenses in excess of \$25.00 with the next invoice for services. Non-reimbursable travel costs will not be reimbursed to the Contractor.

EXHIBIT C

CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

EXHIBIT D

REQUIREMENTS DOCUMENT

Maricopa County PROJECT DELIVERY FRAMEWORK
Requirements Document



Maricopa County

Public Fiduciary

Version 1.3

LAST REVISION DATE: 1-7-08

Approval of the Requirements indicates an understanding of the purpose and content described

Approver Name	Title	Signature	Date
Richard Vanderhoiden	Public Fiduciary		1-28-08
Roger Coventry	Asst. Public Fiduciary		01/28/08
Jerry Koppeler	Asst. Public Fiduciary		1/28/08

EXHIBIT D

REQUIREMENTS DOCUMENT

Maricopa County OET
Public Fiduciary

Requirements Specifications
V1.3 – 1/7/28

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EXHIBIT D

REQUIREMENTS DOCUMENT

Maricopa County OET
Public Fiduciary

Requirements Specifications
V1.3 – 1/7/08

Project distribution list

Steve O'Ney – IT Consultant
Nicole Coops – Project Manager
Lee Vaniver – System Administrator
Beth Neeley – Business Analyst

Revision History

Identify document changes.

Version	Date	Name	Description
1.0	12-10-07	Beth Neeley	Initial draft
1.1	12-28-07	Beth Neeley	Requirements Updated
1.2	1-7-08	Lee Vaniver	Requirements Updated
1.3	1-15-08	Beth Neeley	Requirements Updated

EXHIBIT D**REQUIREMENTS DOCUMENT**

Maricopa County OET
Public Fiduciary

Requirements Specifications
V1.3 – 1/1/08

Scope

To provide case management and trust accounting applications that allow the user to enter and track all activities associated with a client in an effective and efficient manner.

References

- All documents are available on the P:drive – P:\PubFid_OET_Project

Business Requirements**Case Management**

#	Business Requirement Description
1	Application must provide the ability to enter, track, cost and manage all activities and time associated with a client
2	Application must provide solution to manage clients and record time remotely on a device other than desktop pc
3	Application must provide a workflow engine for managing approvals and tasks
4	Application must include a calendaring interface solution with Microsoft Outlook
5	Application must provide a scanning solution for document storage and retrieval
6	Application must provide management with the ability to assign, monitor, and report all activities and costs for a user associated with a client
7	Need the ability to create alerts, reminders, and assign tasks to other staff members. Need the ability use workflow to assign the tasks and dates based on a predefined process
8	Application must provide a user friendly report/query generator.
9	Application must provide a help menu
10	Application must provide search capabilities
11	Application must provide records retention functionality and record archiving capabilities

EXHIBIT D**REQUIREMENTS DOCUMENT**

Maricopa County DET
Public Fiduciary

Requirements Specifications
V1.3 - 1/7/08

Accounting

#	Business Requirement Description
1	Electronic Banking interfaces
2	Ability to file electronic tax returns
3	Ability to create 1099's
4	Need to create all daily and monthly financial reports
5	Ability to batch process payments and cash receipts
6	Ability to associate all bills received and paid to a client
7	Ability to associate all monies received to a client
8	Ability to manage financial transactions for individual clients
9	Need the ability to write-off receivables for non collection when case is closed
10	Ability to create transaction reports
11	Ability to create balance reports
12	Ability to process manual checks
13	Ability to stop payment/cancel checks
14	Accounts Payables
15	Accounts Receivables
16	Fixed Assets - estimate and actual values
17	Support multiple bank accounts
18	Support investment accounts

ADV

EXHIBIT D

REQUIREMENTS DOCUMENT

Maricopa County OET
Public Fiduciary

Requirements Specifications
V1.3 – 1/7/08

Functional Requirements

Listed with priority and description:

General Functionality

Data Conversion

- 1 1.00.01 View Legacy Data (required for the conversion)
- 1 1.00.02 Modify Legacy Data - Restricted Access (open cases only)
- 1 1.00.03 Need to be able to use the same billing and income codes or be able to convert all coding.
- 1 1.00.04 Growth for billing and income codes

Search Functionality

- 1 1.01.01 Attachment Searches
- 1 1.01.02 Results Page
- 1 1.01.03 Ability to save search queries
- 1 1.01.04 Ability to create user-specific queries
- 1 1.01.05 Ability to re-order results on the results page
- 1 1.01.06 Includes basic navigation tools - first record, last record, return to results page, etc.
- 1 1.01.07 Ability to customize list of fields on search results screen
- 1 1.01.08 Ability to write ad-hoc queries

System Functionality

- 1 1.02.01 Application must comply with recommended OET standards.
- 1 1.02.02 Need a predefined set of tools for administrative functions.
- 1 1.02.03 Must have an import/export tool.
- 1 1.02.04 Must have user friendly reporting tools or compatible with third party products.
- 1 1.02.05 Provide API's or ODBC to Microsoft Applications.
- 1 1.02.06 Easily configurable
- 1 1.02.07 Easily customizable
- 1 1.02.08 Relational Database that allows the creation of additional tables and fields to support business changes.
- 1 1.02.09 Launch multiple sessions

Electronic Forms

- 1 1.03.01 Model existing forms and develop new
- 1 1.03.02 Develop form overlays
- 1 1.03.03 Must be able to retrieve complete the forms via the internet
- 1 1.03.04 Must be able to email the forms when complete
- 1 1.03.05 Upload form data into database - restricted access
- 1 1.03.06 Ability to assemble court documents in a single process using existing data

Back Up and Recovery

- 1 1.04.01 Full Back Up and Recovery Functionality

Security

- 1 1.05.01 Sign-on Authentication
- 1 1.05.02 Integration with Microsoft Active Directory
- 1 1.05.03 Secure Access Based on User Name and Password
- 1 1.05.04 Permissions are defined by roles and individuals
- 1 1.05.05 Solution includes field and function level security
- 1 1.05.06 Solution includes multiple levels of security
- 1 1.05.07 Limits creation of new fields and business rules to users with appropriate security
- 1 1.05.08 Limit edit access to appropriate individuals and roles
- 1 1.05.09 Limit viewing access to appropriate individuals and roles

Administration

EXHIBIT D

REQUIREMENTS DOCUMENT

Maricopa County OET
Public Fiduciary

Requirements Specifications
V1.3 – 1/7/08

- 1 1.06.01 Apply Security Restrictions to Users and Roles
- 1 1.06.02 Modify Security Restrictions
- 1 1.06.03 Add New Users
- Interfaces**
- 1 1.07.01 Need the ability to interface case management and accounting.
- 3 1.07.02 Accurint
- 3 1.07.03 Validate address with an outside source
- 3 1.07.04 MC Attorney's Office (MCAO)
- 3 1.07.05 Materials Management
- 3 1.07.06 HotDocs
- Reports Generated by Queries**
- 1 1.08.01 Summary reports based on criteria fields; ad hoc reporting
- 1 1.08.02 Batch reporting functionality
- 1 1.08.03 Export data to a text file
- 1 1.08.04 Email reports to a distribution list
- 1 1.08.05 Reports based on log-in -- department specific, reviewer lists, etc.
- 1 1.08.06 Screen Print functionality
- 1 1.08.07 Ability to generate reports based on key fields.
- 1 1.08.08 Ability to write ad-hoc reports
- Password Login**
- 1 1.09.01 Password auto expire
- 1 1.09.02 Automatic password expiry at intervals
- 1 1.09.03 Security access based on user name and password
- User Friendly**
- 1 1.10.01 Navigation between screens is easy
- 1 1.10.02 Screen layout is easy to navigate and read
- 1 1.10.03 Consistent terminology between screens
- 1 1.10.04 Error message are intuitive and easy to understand
- 1 1.10.05 Drop-down fields are available where necessary
- 1 1.10.06 Help tools are informative; can be modified added to address mistakes questions
- Attachments**
- 1 1.11.01 Photos and Video associated with a case
- 1 1.11.02 Need the ability associate scanned documents with a case.
- 1 1.11.03 Need the ability to associate all electronic documents with a case.
- 1 1.11.04 Need to ability to index all attachments
- 1 1.11.05 Need to ability to format (standardize) naming of attachments
- 2 1.11.06 Need the ability to attach digital signatures to official documents
- Accounting**
- Cash Receipts**
- 2 2.00.01 Need the ability to log manual checks and money received by PubFid into the system when received and record to client at time of receipt and when recorded at the bank.
- 2 2.00.02 Need the ability to record direct deposits from the bank to each client's individual account
- 2 2.00.03 Log Checks and Cash using batch control
- 2 2.00.04 Post using batch control
- 2 2.00.05 Generate deposit slips
- 2 2.00.06 Exception reports based on risk and predefined parms
- 2 2.00.07 Mail log vs posted transaction outstanding report
- 2 2.00.08 Outstanding Reports
- Suspense**
- 2 2.01.01 Ability to post or change a tentative amount

EXHIBIT D

REQUIREMENTS DOCUMENT

Maricopa County OET
Public Fiduciary

Requirements Specifications
V1.3 – 1/7/08

- 2 2.01.02 Ability to deposit checks into 1 account - transfer to a 2nd account and 0 out the first
- Disbursements**
- 2 2.02.01 Need the ability to issue checks based on check requests from the EA or GA for items purchased for the Client. Need an automated method for creating and submitting check requests.
- 2 2.02.02 Ability to track multiple invoice# and account# per check
- 2 2.02.03 Ability to identify clients with insufficient funds to prevent the issuance of a check.
- 2 2.02.04 Need to be able to identify duplicate invoices
- 2 2.02.05 Create new vendors
- 2 2.02.06 Set up auto pay
- 2 2.02.07 Process in batch
- 2 2.02.08 Report pd vs. unpaid
- 2 2.02.09 Need the ability to create checks for all clients in one batch process and post amounts to individual client accounts and create check stub or print a list of payees if greater than 5 to mail with the check.
- 2 2.02.10 Need to be able to create vendor records and record vendor invoices. At a medium the ability to enter invoice #, date and description.
- 2 2.02.11 Need to be able to set up reoccurring payments from a request from the GA, EA, Benefits Analyst and reconcile the payment each month.
- 2 2.02.12 Need the ability to split bills with who is responsible for portions of a bill and a method to distribute the charges.
- 2 Need the ability to generate outstanding reports
- 2 2.02.13 Need the ability to identify duplicate payments
- 3 2.02.14 Ability to enter invoices and attach scan copy of bill
- Inventory_Fixed Assets**
- 2 2.03.01 Need the ability to enter and track all inventory items financial
- 2 2.03.02 Application must supply a recommendation based on data within the database and parameters that will be supplied
- 2 2.03.03 Ability to enter estimated values on an item
- 2 2.03.04 Ability to flag inventory items
- Reconciliation**
- 2 2.04.01 Multiple check numbers
- 2 2.04.02 Automate the reconciliation
- Court Accounting**
- 2 2.05.01 Need the ability to create an invoice of all time associated with a client and generate schedules for Petition
- 2 2.05.02 Identify clients where fees have been approved by the court and provide the ability to collect all or partial amounts or defer uncollected balance.
- 2 2.05.03 Ability to create client schedules for court accounting. It has to start with beginning balance, show transactions and ending balance. Must include adjustments to inventory amounts.
- 2 2.05.04 Need the ability to establish accounting periods per client. Need to be able to establish a begin and end date that is not a normal accounting period.
- 2 2.05.05 List of accountings based on appointment and previous court accounting date
- 2 2.05.06 Identify transaction types
- 2 2.05.07 Ability to adjust transactions based on Court Approved Petition
- Pooled Accounts**
- 2 2.06.01 Ability to enter funds into pooled accounts and pay bills.
- 2 2.06.02 Need the ability to calculate and post interest received on the pooled accounts to the clients.
- 2 2.06.03 Need an automated bank reconciliation program for the pooled account.
- Case Management**

RN

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